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**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

**BRAND LITTLE and ROBIN BURNS,  
Individually and on Behalf of All Others Similarly  
Situated,**

**Plaintiffs,**

V.

PACIFIC SEAFOOD PROCUREMENT, LLC; PACIFIC SEAFOOD PROCESSING, LLC; PACIFIC SEAFOOD FLEET, LLC; PACIFIC SEAFOOD DISTRIBUTION, LLC; PACIFIC SEAFOOD USA, LLC; DULCICH, INC.; PACIFIC SEAFOOD – EUREKA, LLC; PACIFIC SEAFOOD – CHARLESTON, LLC; PACIFIC SEAFOOD – WARRENTON, LLC; PACIFIC SEAFOOD – NEWPORT, LLC; PACIFIC SEAFOOD – BROOKINGS, LLC; PACIFIC SEAFOOD – WESTPORT, LLC; PACIFIC SURIMI – NEWPORT LLC; BLUE RIVER SEAFOOD, INC.; SAFE COAST SEAFOODS, LLC; SAFE COAST SEAFOODS WASHINGTON, LLC; OCEAN GOLD SEAFOODS, INC.; NOR-CAL SEAFOOD, INC.; KEVIN LEE; AMERICAN SEAFOOD EXP, INC.; CALIFORNIA SHELLFISH COMPANY, INC.; ROBERT BUGATTO ENTERPRISES, INC.; ALASKA ICE SEAFOODS, INC.; LONG FISHERIES, INC.; CAITO FISHERIES, INC.; CAITO FISHERIES, LLC; SOUTHWIND FOODS, LLC; FISHERMEN'S CATCH, INC.; GLOBAL QUALITY FOODS, INC.; GLOBAL QUALITY SEAFOOD LLC; OCEAN KING

Case No. 3:23-cv-01098-AGT

**STIPULATION BETWEEN  
PLAINTIFFS AND NON-PARTY  
PACIFIC DREAM SEAFOOD,  
INC. AND [PROPOSED] ORDER  
TAKING SETTLEMENT  
CONFERENCE OFF CALENDAR  
AND SETTING SCHEDULING  
CONFERENCE**

Judge: Honorable Alex G. Tse

1           **FISH INC.,; BORNSTEIN SEAFOODS, INC.;**  
2           **ASTORIA PACIFIC SEAFOODS, LLC; and**  
3           **DOES 29-60,**

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Defendants.

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1 Plaintiffs Brand Little and Robin Burns (collectively, "Plaintiffs"), and Nonparty Pacific  
 2 Dream Seafood, Inc. ("Pacific Dream") have met and conferred and reached the following  
 3 stipulation pursuant to Civil L.R. 16-8 and ADR L.R. 3-5.

4 Plaintiffs and Pacific Dream stipulated to an Early settlement Conference, Dkt. 388, and  
 5 the Court subsequently referred the parties to Magistrate Judge Spero for such settlement  
 6 conference, Dkt. 391.

7 A settlement conference before Magistrate Judge Spero has been set for September 16,  
 8 2025 at 10:00 a.m. Dkt. 393.

9 Pursuant to the parties' agreement (Dkt. 388) and the Court's order granting Plaintiffs  
 10 leave to file the Third Amended Complaint (Dkt. 389), Plaintiffs filed the Third Amended  
 11 Complaint, which did not name Pacific Dream as a defendant, on September 2, 2025.

12 During its preparation for the settlement conference and ongoing review of the case  
 13 materials Pacific Dream determined that, in order to fully and adequately participate in the  
 14 settlement conference, it needs to obtain local counsel in the Northern District, and Pacific Dream  
 15 has now secured local counsel.

16 In order to allow Pacific Dream's counsel sufficient time to get up to speed on the facts of  
 17 the case in preparation of settlement discussions, Plaintiffs and Pacific Dream agree that the  
 18 settlement conference set for September 16, 2025 should be taken off calendar.

19 Plaintiffs and Pacific Dream are committed to pursuing good faith settlement discussions  
 20 before Magistrate Judge Spero, pursuant to the Court's previous referral, and thus request a  
 21 scheduling conference be set before Magistrate Judge Spero, with the goal of setting a settlement  
 22 conference in the latter half of October, subject to Magistrate Judge Spero's availability.

23 Plaintiffs and Pacific Dream further agree that if a settlement is not reached between  
 24 Plaintiffs and Pacific Dream, Pacific Dream shall do all of the following:

- 25 1) Pacific Dream will join Plaintiffs in a stipulated or joint request that Plaintiffs be given  
     leave to file a further amended complaint that adds Pacific Dream as a defendant;
- 26 2) Pacific Dream will consent to Judge Tse for all purposes in this matter;
- 27 3) Pacific Dream will respond to the further amended complaint within twenty-one (21)

1 days of its filing;

2 4) Pacific Dream will respond to discovery requests that Plaintiff has to this point served  
 3 on Defendants, which Plaintiffs has provided to Pacific Dream as of the filing of this  
 4 stipulation, within twenty-one (21) days of the filing of the further amended  
 5 complaint;  
 6 5) In the event that Pacific Dream intends to respond to the further amended complaint  
 7 with a motion to dismiss, Pacific Dream will not respond to those discovery requests  
 8 with any objection premised on the ground that it has or, is intending to, file a motion  
 9 to dismiss the further amended complaint.

10 Plaintiffs and Pacific Dream agree to hold the ADR session by October 31, 2025, or as  
 11 soon thereafter as permitted by Magistrate Judge Spero's availability.

12 Plaintiffs and Pacific Dream agree that the tolling ordered by the Court pursuant to the  
 13 parties' stipulation, Dkt. 391, remains in effect.

14 The undersigned Plaintiffs' counsel attests that he was authorized to file this stipulation on  
 15 behalf of both Plaintiffs and Pacific Dream.

16 Respectfully submitted,

18 Dated: September 10, 2025

*/s/ Stuart G. Gross*

19 Stuart G. Gross (SBN 251019)  
 20 Travis H. A. Smith (SBN 331305)  
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10 *Counsel for Plaintiffs and the Proposed Class*

### **[PROPOSED] ORDER**

13 Pursuant to the stipulation between Plaintiffs and nonparty Pacific Dream Seafood, Inc.  
14 (“Pacific Dream”), the Court hereby orders as follows:

15 The settlement conference set for September 16, 2025, is taken off calendar.

16 Plaintiffs and Pacific Dream participate in a scheduling conference before Magistrate  
17 Judge Spero as soon as Judge Spero’s availability allows, wherein Plaintiffs and Pacific Dream  
18 shall coordinate and schedule a settlement conference before Magistrate Judge Spero to be held  
19 no later than October 31, 2025, or as soon thereafter as permitted by Magistrate Judge Spero’s  
20 availability.

21 In the event that a settlement is not reached between Plaintiffs and Pacific Dream, Pacific  
22 Dream shall do all of the following:

- 23 1) Pacific Dream will join Plaintiffs in a stipulated or joint request that Plaintiffs be given  
24 leave to file a further amended complaint that adds Pacific Dream as a defendant;
- 25 2) Pacific Dream will consent to Magistrate Judge Tse for all purposes in this matter;
- 26 3) Pacific Dream will respond to the further amended complaint within twenty-one (21)  
27 days of its filing;

1           4) Pacific Dream will respond to discovery requests that Plaintiff has to this point served  
2           on Defendants, which Plaintiffs has provided to Pacific Dream as of the filing of this  
3           stipulation, within twenty-one (21) days of the filing of the further amended  
4           complaint;  
5           5) In the event that Pacific Dream intends to respond to the further amended complaint  
6           with a motion to dismiss, Pacific Dream will not respond to those discovery requests  
7           with any objection premised on the ground that it has or, is intending to, file a motion  
8           to dismiss the further amended complaint.

9           The tolling ordered by the Court pursuant to the parties' stipulation, Dkt. 391, remains in  
10          effect.

11  
12          **IT IS SO ORDERED.**

13  
14          Dated: \_\_\_\_\_

15          \_\_\_\_\_  
16          Hon. Alex G. Tse  
17          United States Magistrate Judge

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